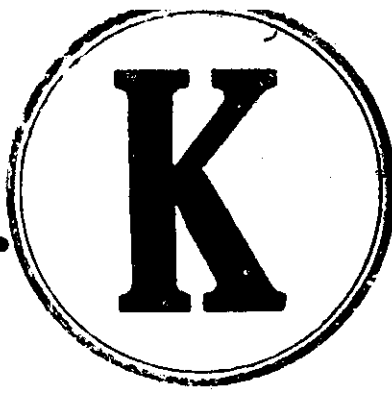


19542.



File No. O. Leases/42

Legal DEPARTMENT

A. BRANCH

K

Subject:—

Opinions in connection with Leases

D-20

File No. O. Leases/42

1 td, Sect. 1. Slip. 21 A

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Office of the H.L.A.

Government would, in the absence of any power of the Municipality to increase the rent, be liable to pay the same amount of rent as provided in the lease even after the construction of the four new cells. The view taken by the Commissioner of Police at p. 13 ante that the demolition of the shed would not affect the rental payable by Government under the lease is correct.

2. Under condition No. 2 of the lease sanctioned by G.R. (P.W.D.) No. A-2608, dated the 5th March 1914, no alterations in or additions to the buildings or other erections for the time being on the lands demised can be made by Government without the previous consent of the Municipality. The construction of four new cells after demolishing the witness shed in the compound of the Police Station at ~~xx~~ Agripada would therefore require the previous sanction of the Municipality; otherwise it would be a breach of a covenant involving the determination of the lease. It is presumed that the requisite sanction of the Municipality has been or will be duly obtained before commencing the demolition of the witness shed and the construction of the four new cells.

Sd/-
16-3

Remembrancer of Legal Affairs.

U.R. to H.D., NO. 2381 dated the 17th March 1942.

Office of the R.L.A.

The questions raised by R.D. for consideration of the R.L.A. are:-

(1) Whether Government can enhance the royalty beyond $2\frac{1}{2}$ per cent., the maximum chargeable under the old Mining Rules from the date from which the fresh lease commences and if not, whether the lessee can be charged at $2\frac{1}{2}$ per cent. irrespective of the grade of the ore, from 1st December 1940 to 31st March 1941, and at 5 per cent. from 1st April 1941 to 30th November 1945 for dressed ore having manganese content of 48 per cent. or over and at $2\frac{1}{2}$ per cent. for the lower grade ore.

(2) If Government cannot enhance the royalty beyond $2\frac{1}{2}$ per cent. throughout the period of the lease, whether it is open to Government to sanction, in the first instance, a fresh lease from 1st December 1940 to 31st March 1941 with royalty at $2\frac{1}{2}$ per cent. and, then sanction a fresh lease from 1st April 1941 to 30th December 1945 with royalty at 5 per cent. for the higher grade ore and at $2\frac{1}{2}$ per cent. for the lower grade ore.

(3) Whether there is any legal objection to the reservation of the power to increase the dead rent to Rs. 5 per acre, per annum, during the period of the lease.

2. Questions Nos. (1) and (2):- The old as well as the new Mining Rules do not appear to be framed under the provisions of any Statute. It is true that whenever where an application is made and a lease is executed in accordance with the Mining Rules, the provisions of the rules constitute a collateral memorandum which, however, will not override the specific terms of the lease. The rights and liabilities of the parties would be governed by the actual terms of the instrument (see R.L.A.'s opinion No. 1427 dated the 6th February

1940). The Mining Rules being in the nature of executive orders of Government, they can be deemed to be modified in respect of a case where the terms agreed upon by the parties would contravene the provisions of such rules.

Government would not therefore be bound by these rules and it would be competent to Government to charge rates higher or lower than those prescribed by these rules. Consequently it would be lawful for Government to enhance in the present case the rate beyond 2½ per cent. throughout the period of lease i.e. from 1st December 1940 despite the provisions of the old Mining Rules, then in operation, fixing the maximum limit at 2½ per cent. The second question does not survive.

3. Question No. (3):- The Mining Rules being non-statutory it would be competent to Government to reserve a power to enhance the dead rent upto 5 per cent. at any time during the currency of the fresh lease in the present case although such power is not specifically provided for under the Rules.

Sd/-
20-3

Remembrancer of Legal Affairs.

U.R. to R.D.No. 2612 dated the 24th March 1942.

Office of the R.L.A.

It is true that the Mining Rules, both those prescribed by the Bombay Government and those by the Central Government are non-statutory. It is also true that where a mining lease has been entered into, the parties will be governed by the terms of the lease, no matter whether these terms are in agreement with the Mining Rules or not. These two statements form the basis of the opinion No. 2612 dated the 24th March 1942, and so far as they go they are correct. But after consideration it is seen that they do not give much guidance in the ~~the~~ present case where the lease has not yet been entered into ~~and~~ and where one of the contracting parties is objecting to the terms.

2. Regarding ~~my~~ royalty, it is quite clear that for the period commencing from 1st April 1941, ~~the~~ the lease ought to be charged at the new rates. There is no legal reason why Government should not be guided by its new rules. Regarding ~~the~~ the period from 1st December 1940 to 31st March 1941, the position is not so clear. The Syndicate contends that for that period the royalty charged should be in accordance with the rates under the old rules. If the lease had been entered into on 1st December 1940, the Syndicate's case would have been much stronger ~~be-cause~~ because on that date the old rules were still in force and the new rules at most were only in preparation. The old rules were prescribed by the Governor-General in Council on 15th ~~Se-pte~~ September 1913. Rule 1 reads as follows:-

"1. No license to prospect for minerals or lease of mines and minerals can be granted by any Local Government otherwise than in accordance with these rules, except with the previous sanction of the Secretary of State for India in Council, or with that of the Governor General in Council under any general or special authority which he may have received in this behalf from the Secretary of State in Council:

Provided that the previous sanction of the Secretary of State for India in Council shall not be required to the grant of such license or lease in accordance with rules made by an authority in India with his previous approval."

Ordinarily, at any rate, a Provincial Government while entering into a mining lease, would, before the passing of the Government of India Act, 1935, have considered itself bound by these rules. Whether after the Government of India Act, 1935, a Provincial Government would consider itself still bound to the same extent seems doubtful. Item 23 of the Provincial Legislative List in that Act gave to the Provincial Governments the 'regulation of mines and oil-fields and mineral development subject to the provisions of List I with respect to regulation and development under Federal control.' It is clear that after the passing of that Act, all the Provincial Governments had power to prescribe rules with regard to many of the matters dealt with in the old Central Government Rules. It is also clear that in those cases where the Provincial Governments did prescribe rules, the old Central Government Rules would be to that extent without force in the Provinces. But in the present case it seems that the Bombay Government had not prescribed any rules and that the only rules to which the contracting parties could have looked for guidance on 1st December 1940 would have been the old Government of India Rules. The Central Government had in 1938 prescribed new rules "The Mining Concessions Central Rules, 1938". But these were only for Chief Commissioners' Provinces. In those rules too, the royalty for manganese ore was the same as in the old rules. In those circumstances, it is doubtful whether Government ought to insist on the higher rate of royalty for the period 1st December 1940 to 31st March 1941. The legal position is not free from doubt and the Syndicate has a good case on equitable grounds for obtaining the lower rate. There can be no legal objection to Government charging the lower rate for the period 1st December 1940 to 31st March 1941.

3. To the question of dead rent the above considerations have some application. It seems advisable that Government should ordinarily charge the rates prescribed by rules or Government orders already in existence or rates agreed to by the lessee if they are higher. If Government proposes to change the rates for dead rent soon, it would be possible to insert a proviso in the lease to the effect that if Government did prescribe new rates for dead rent, the lessee would be liable to pay at the new rates.

3d/-
26-5

Remembrancer of Legal Affairs.

U.R. to R.D.No. 4360 dated the 27th May 1942.

7

Office of the R.L.A.

The lands are held by the Raja of Mudhol under certain leases from Government. The rights of the lessee under the leases are being transferred with the consent of the Lessor. Government as Lessor is not a necessary party to the agreement of transfer. Nor is it necessary to set out all the rights of Government in a ~~detate~~ detailed memorandum. But in order to guard Government against any possible estoppel in future, it would be safer to say that Government approve of the transfer of the Raja's rights under the leases to the proposed lessee, subject to all the rights that Government may possess.

Sd/-P.N.M.
10-7

Remembrancer of Legal Affairs.

U.R. to R.D.No. 5638. dated the 10th July 1942.

Office of the R.L.A.

Government is proposing to take over the Thana Gymkhana as an A.R.P. Depot. The Gymkhana is situated on land leased from Government and the lease expired on 31st July 1942. The R.L.A. is asked to advise on the legal question of the ownership of the Gymkhana buildings on the expiry of the lease.

2. Under clause (h) of section 108 of the Transfer of property Act the option is with the lessor either to take the buildings erected by the lessee on paying compensation, or if he is unwilling to pay compensation to allow the lessee to remove such building (see Mulla's Transfer of property Act. p-610). Although the Transfer of Property Act does not apply to Crown grants, still clause (h) of section 108 of that Act which is based on an equitable principle would govern such grants also. Consequently in the present case Government will have either to take the buildings on paying compensation to the Thana Gymkhana or allow the Gymkhana to remove the buildings.

Sd/- P.N.M.
3-8

Remembrancer of Legal Affairs.

U.R. to H.D. (Spl) A.R.P.No 6317 dated the 4th August 1942.

S.A.K.

Submitted.

2. It appears that Government had hired a godown at Delisle Road for storing Govt. grain. In this godown grain worth lacs of rupees was stored. There was a heavy rainfall on the night of Monday the 27th July 1942 and water rushed into this godown through the room adjoining the godown which was in the possession of the landlord Mr. Karuna-Shanker Punjaram and very heavy damage was caused to the stocks of grain and sugar stored in the said godown. It appears there was no written agreement between the Assistant Director of Civil Supplies and the landlord when the godown was hired but from the reports of the godown keeper and the Manager it appears that the landlord had given an oral assurance that the rainwater would not come into the godown. As the loss to Govt. was due to the negligence of the landlord, it is proposed to give him a notice as in the draft at p. 13 ante as modified by the note on p.15 ante. The R.A.A. is requested to advise whether the proposed notice is in order and what subsequent legal steps would be necessary.

3. The assurance given by the landlord was an oral one and it is likely that he would deny having given such an assurance. Under sec. 108 (a) of the Transfer of Property Act. the Lessor is bound to disclose to the lessee any material defect in the property with reference to its intended use of which the former is aware and the latter is not aware and which the latter could not in the ordinary course discover. From the note at p. 1 ante it is clear that the room from which the water rushed into the godown was in the landlord's possession and the godown keeper and his staff had no access to that room. It was not therefore possible for them to discover the defect. the duty of disclosure in respect of such latent defects is on the lessor. If he was aware of the defect, he would be liable in damages for the loss sustained by Govt. The landlord is however bound

to discover the defect which exist at the time of granting the lease; it is not necessary that he should apprise the tenant of any subsequent deterioration of the demised premises rendering it unfit for occupation (Sasson vs. Roberts(1895) 2Q.B.395). (See p. 669 of Mitra's T.P. Act, 9th Edn.) After the notice is given, it is possible that the landlord will not pay damages and Govt. will have to file a suit for that purpose. But it will not be possible at this stage to state anything definite about its result as much would depend upon the evidence produced in this case. As stated above the landlord is liable for defects which existed before he parted with the property. (see p. 47 of Smith's Law of Negligence, 22nd Edn). It is not known when this godown was hired. If it was hired last year i.e. before the rains of 1941 and such water rushed in last time, it cannot be said that the defect existed before the godown was let but the fact that last year there was no such heavy rain will have also to be taken into consideration. If, however, the godown was hired after the last monsoon, then that will be a point in favour of Govt.

July was a month of heavy rainfall, yet no water had leaked through till the 27th would this not be a point in favour of the landlord unless it can be proved that there had been leakage through in the adjoining rooms, which had not been repaired.
Sd/- P.N.M.

4. As regards the notice, it appears that it would be better to give the notice after the amount of damages is assessed as Govt. conclaim a definite figure by way of damages. The draft is therefore not revised.

Sd/- S.A.Potnis
5-8

A.S.

The attention of F.D. may be invited to rules 60 & 61 of L.O. Rules and that Dept. may be informed that since the suit is to be instituted in the High Court, the Solr. to Govt. ^{may} be consulted.

U.R. F.D. No. 6412 dt 7-8-42

Office of the H.L.A.

I- In the present case it seems that neither a lease deed nor a deed of agreement to lease has been executed. There is therefore no valid contract between the parties. The intending le-sses possess as yet no interest in the land and would not legally entitled to claim specific performance of the proposed agreement. Whithdrawal would not therefore put Govt. legally in the wrong. The lessees are merely entitled to ask for the return of the premium paid with interest thereon for the loss of use of the money.

Sd/- P.N.M.

Remembrancer of Legal Affairs.

U.R.to R.D.No 7839, dated the 28th September 1942.

S.A.K.

Office of the R.L.A.

It appears from the letter at p. 81 ante that the Municipal Commissioner is willing to recommend the offer of the land with the modification of the user clause from residential purposes to a general user of welfare work for the Police. The Secretary, Home Department, appears to consider that the change proposed by the Commissioner would mean that the tenure would be inalienable. The question for the consideration of the R.L.A. is whether the view of the Secretary, Home Department, is correct.

2. Section 108 of the Transfer of Property Act, 1882, enacts that in the absence of a contract or local usage to the contrary, the lessor and lessee of immoveable property, as against one another, possess the rights and are subject to the liabilities mentioned in the rules (a) to (q) next following. Rule (j) provides inter alia that the lessee may transfer absolutely or by way of mortgage, or sub-lease the whole or any part of his interest in the property, and any transferee of such interest or part may again transfer it; and the lessee shall not by reason only of such transfer cease to be subject to any of the liabilities attaching to the lease. This is not one of the rules which have been precluded from applying to the rights and liabilities of the parties under clause (4) of the proviso to clause 17 of the draft lease (pp. 48-59). There is no provision in the draft lease precluding the transfer of the lessee's interest. Consequently under the draft lease it would be _____ competent for Government to transfer its interest in the lease; but the lessee would be bound by the terms of the lease. Under clause 15 of the draft lease the lessee is not allowed without the consent of the Commissioner to use the property for a purpose other than that for which it is leased. If as proposed by the Commissioner the land is to be leased to Government for the general user of welfare for the police, the transferee--

from Government would not be entitled to put it to any other use. (See clause 1 of the proviso to clause 17 read with clause 15 of the draft lease). This would in effect make the land inalienable. Clause (2) of the proviso to clause 17 of the draft lease provides: "In all cases where the consent of the Commissioner or City Engineer is required to any alteration of or _____ addition to the buildings or other erections on the demised land or to any Variation of user of any portion thereof of such consent may be given upon the terms of payment by the lessee of any fine or premium or otherwise as may be agreed between the parties." This provision would probably enable the transferee to secure upon payment of a premium or fine the consent of the Municipal Commissioner to the Variation of user. It would however be desirable to request the Municipal Commissioner to lease the land both for residential purposes and for welfare work for the police as is suggested in the margin at p. 83 ante.

Sd/- P.N.M.
3-10

Remembrancer of Legal Affairs

U.R. to H.D., No. 8032 dated the 5th October 1942.

By an Indenture of Lease dated the 6th December 1935, made between the Secretary of State for India, in Council and Messrs. J.D.Dalal and P.J.Dalal, Government granted a reclamation lease in respect of 300 acres of land at Mandwa-Natied on the terms and conditions therein contained. One of the covenants is as follows:

"The Lessees shall not, until the whole of the said lands shall have been completely reclaimed and rendered cultivable, assign or under-let the said or any portion thereof or charge or receive any tax or fee for cattle grazing upon any portion thereof without the previous consent in writing of the collector etc."

In his letters No. L.N.D.2503, dated the 10/21-2-1942 and 8-8-1942 the Collector of Broach and Panch Mahala states that the lessees have been giving out portions of the leased lands to the cultivators of Taria and Dhanuria on execution by the latter of documents called "Nakarnamas" (i.e. service agreement without the previous consent of the collector.

2. On the above facts the question for the consideration of the R.L.A. is whether the giving out lands for cultivation under the terms of the "Nakarnamas" would be tantamount to sub-letting (under-letting) within the meaning of the terms of the lease.

3. Section 117 of the Transfer of Property Act provides that none of the provisions of this Chapter (i.e. Chapter V. relating to leases of immoveable property) apply to leases for agricultural purposes except in so far as the Provincial Government may, by Notification in the Official Gazette, declare all or any of such provisions to be so applicable in the case of all or any of such leases together with or subject to those of the local law, if any, for the time being in force. It is presumed that the Bombay Government has issued no notification under section 117. Consequently in the absence of any local Act or custom or of any special reason to the contrary, the principles of English law as reproduced in that Chapter of the Transfer of Property Act are ordinary to be applied to the agricultural leases (see 33 Mad. 253; Mad 24 Mad. 47 F.B.; Mulka's

Transfer of Property Act, p.662). The question therefore whether the "Nokarnama" amounts to a sub-lease will have to be decided with reference to the provisions of English law as reproduced in the Transfer of Property Act.

4. A "demise" or "lease" according to English law is the grant of a right to the exclusive possession of land for a determinate term less than that which the grantor has himself in the land (Woodfall's Law of Landlord and Tenant p.2.) It is necessary that a lease should contain (1) proper parties; (2) words of present demise; (3) a description of the premises demised; (4) the commencement and duration of the terms; and (5) rent (Redman's Law of Landlord and Tenant pp.113,114). The relation between an under lessor and his tenant is the ordinary relation of a landlord and tenant (ibid p.740). These principles are reproduced in section 105 of the Transfer of Property Act.

5. This section enacts that a lease of immovable property is a transfer of a right to enjoy such property made for a certain time, express or ~~implied~~ implied, or in ~~perpetuity~~ perpetuity, for consideration of a price paid or promised, or money, a share of crops, service or any other thing of value, to be rendered periodically or on specified occasions to the transferor by the transferee who accepts the transfer on such terms. The words "transfer of a right to enjoy such property" cannot be interpreted as meaning that all rights of ownership are transferred. The words are indicative of the limited estate transferred to the lessee. In Giridhari Singh vs. Megh Lal Pandey (I.L.R. 45 Cal.87) Lord Shaw observed "The essential characteristic of a lease is that the subject is one which is occupied and enjoyed and the corpus of which does not in the nature of things and by reason of the user disappear". A lease is not a mere contract, but is a transfer of an interest in land and ~~it~~ creates a right in rem (I.L.R. 16 Bom. 68 568; I.L.R. 42 Mad. 203). In order to come within the purview of a lease it should be transfer of a right to the enjoyment of

immoveable property (Kadulal vs. Baharilal, A.I.R. 1932(Sind) p.60). Moreover, it is essential for a lease that exclusive possession of the property leased should be intended to be vested in the transferee. A right of access to a land for the enjoyment of specific interest therein (e.g. Cutting and removing trees etc.) attached by a simultaneous right of possession by some other person does not amount to a lease (Secni Chettiar vs. Santanathan Chettiar I.L.R. 20 Mad. 58). Applying the test laid down in 20 Mad. 58, it will be seen that neither the language of the instrument nor the nature of the case indicates that any interest in the land is intended to be transferred by the lessors to the cultivators. "The deed must be read as a whole in order to ascertain the true meaning of its several clauses, and the words of each clause should be so interpreted as to bring them into harmony with the other provision if that interpretation does no violence to the meaning of which they are naturally susceptible " (p.27 of Maxwell). It is evident from the clauses 1,2,7,8,9,10 and 11 of the "Nakarnama" that the document does not purport to create any interest in favour of the cultivators; nor does it intend to vest the exclusive possession of the land in them. Clauses 10 to 12 make it clear that the agreement pertains to cultivation of land given to the cultivators, and in lieu of labour and care brought to bear for sowing rearing and reaping the crops, they are to be compensated by giving half the share of the total yield. There is nothing in any of the clauses to show that the cultivators have even the right to enjoy some distinct benefit arising out of the land given to them for cultivation. The estates of the lessor and the lessee are as a rule estates of inheritance and the interest of the lessor and the lessee are as a rule estates of inheritance and the interest of the lessor and the lessee after their death vest in their heirs, executors or devisees (17 Cal. 686 , 25 I.C. 530). But in the present case, as can be seen from the last sentence of clause 13 of the document, it has been made clear that as the instrument pertains to personal service, the benefits would not accrue to other, not even to heirs. The right to the exclusive possession of land is not intended to be transferred to the cultivators nor is any

interest in the land created in their favour. It appears therefore that the "Wokarnama" cannot be decided to be a sub-lease but is more in the nature of an agreement giving the cultivators a right to remuneration as labourers.

Sd/-

17-12

Remembrancer of Legal Affairs.

U.R. to H.D., No. 10098, dated the 18th December 1942.

S.A.R.

ENGLISH VERSION OF HOKARNAMA.HOKARNAMA

Samvat year.....month.....day.....

Dated.....(month).....of 19.....

To

Jehangir Dinshah Dalal

Rustanji Jehangir Dalal and

Pheroz Jehangir Dalal.

By this agreement given in writing we agree that from to-day till the end of the season of Samvat-.....we have accepted your service for cultivating your Matied Bet land. The conditions of services are as under:-

1. From the date.....mentioned above till the season of Samvat we bind ourselves to cultivate your land.
2. We will cultivate any piece or portion of land of your Matied Bet lands as you may be pleased to allot to us.
3. We will carry on the cultivation under your supervision as well as that of the persons appointed by you and shall act as according to your instructions and those of the persons appointed by you.
4. We will sow the seeds given by you and will sow and rear the crops as instructed by you.
5. We will bring our own tools and instruments for cultivation.
6. We will reap the crops grown by us in the land given to us and take and collect the crops at such place as you may indicate.
7. We will not cut nor allow anybody to cut any of the trees standing on your land and we will be liable for the loss caused to the trees standing on the land given to us. We have no right or claim of ownership over the fruits of the trees.
8. If we violate any of the conditions of this agreement or damage your land or behave in a way as would be prejudicial to the terms of this agreement or lay any claim you will be at liberty to cancel this Hokarnama and resume the land entrusted to us, You have full rights to decide whether we have committed breach of any or the conditions of the agreement.

9. We will also clear the land of the thorns, thistles etc.

before the expiry of the Samvat year.....

10. We have no right of any sort on the piece of land allotted to us. And by this agreement or by cultivating the land, we do not acquire any right (of any sort). It is also not intended by this agreement that we should have any such right or share therein. You have all the rights over this land and they will continue to remain the same. We are not in any way responsible for the expenses on account of Government assessment etc.

11. By this agreement you are bound to give us on account of our labour, half the quantity of crops reaped and collected by us. We have no right to claim anything more besides this .

12. We have no right of any sort on the piece of land given to us for cultivation, and you have the right to remove us from that piece of land during the course of the year and entrust us with work on another piece of land. But if during the course of year we are asked to work on more than one piece of land, then you shall give us the average which comes to half of this the total produce on the pieces of a land.

13. We have read and cause to be read the above mentioned conditions and we are bound to obey them and in case of breach of conditions we agree to pay the damages. This agreement is for personal services and we agree that the benefits will not accrue to others except ourselves, not even to our heirs. We have signed this voluntarily and in full sense.

"True copy-Original papers being of bad quality-Destroyed".

Sd/-

Superintendent,

D Branch, Legal Department.

Submitted.

2. It seems that Govt. has purchased from Messrs. Ash Chem Auto Service their workshop situate in the estate belonging to the Swadeshi Mills Co., Bombay Ltd. at New Queens Road, Bombay and has agreed to take over the premises on the same terms on which they were leased to Messrs. Ash Chem Auto Service. The A.P. Controller took possession of the said premises from 1-10-42 and requested the Mills Co. to transfer the tenancy in his name on the same terms contained in the existing lease with Messrs. Ash Chem Service. The company is prepared to do so on fulfilment of either of the following conditions:

(1) The said lessees execute a proper registered Deed of Assignment, to which the Co. is prepared to give its consent if in proper form, transferring the said premises to the A.R.P. Controller, Bombay, for the residue of the period covered by the said Lease dated 7th December 1940, i.e. up to 31st August 1943, or in the alternative,

(2) the said lessees execute a Deed of Surrender in the Co.'s favour, and the A.R.P. Controller, Bombay, or the Government of Bombay on his behalf take from the Co. a fresh Lease for the residue of the said period i.e. up to 31st August 1943, in terms of the said Lease dated 7th December 1940. The R.L.A. is requested to state which of the alternatives (1) and (2) above should be adopted,.

3. The premises occupied by the Firm of "Ash-Chem" were held by them under a lease from the Swadeshi Mills Co. Ltd. dated 7th December 1940. Under sub-clause (1) of clause (2) of that lease the tenant has agreed not to assign, underlet or part possession of the demised premises or any part thereof without first obtaining --

S.A.K.

the written consent of the Landlords
which it is stated shall not be unreasonably
withheld and if necessary with the
written consent of the superior lessors
which consent the Landlords will endeavor
to obtain on the tenant's behalf. An
assignment of the lease can be validly made
with the consent of the landlord. There is
very little to choose between the two alternatives
suggested by the Company as both of
them lead to the same result. But the first
alternative is preferable as it involves execution
of one document only.

Sd/-
6-11

A.L.R. I agree. Reply may be as
in Mrs. Potnis's note as slightly revised

R.T.K.
7-11

H.L.A.Sol. in L.D. may see in the first instance

P.N.M.
Sd/- 13-11

Legal Department.

Government has agreed to purchase the workshop of Messrs. Ash Chem Auto Service at a price of Rs. 15,500. The premises in which the said working is situate belong to the Swadeshi Mills. The premises are held by Messrs. Ash Chem Auto Service under a lease from the Mills dated the 7th December 1940. It is, therefore, necessary to take a proper Deed of Assignment from Ash Chem Auto Service with the consent of the Mills. By this Deed of Assignment both the workshop and the lease will be transferred to Government. The first alternative suggested by the Mills may be adopted. The papers may be sent to me alone with the- the conditions of sale for preparing the draft Deed of Assignment. It is presumed that Government will agree to bear stamp and registration charges. In such an event the document will be exempt from stamp and registration charges.

Sd/- B.G.D.
18-11

Solicitor to Government.

U.R. to H.D. (Spl.) A.R.P.No. 9289 dated the 18th Nov. 1942.

not
1-56

SML
13/4/56